

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL & SUBSISTENCE PROVISION

FOR

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA
CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,
YOLO, AND YUBA COUNTIES

APR 07 2000

**AMENDMENTS AND MODIFICATIONS TO THE NORTHERN
CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT**
(EFFECTIVE AUGUST 1, 1999 THROUGH JULY 31, 2004)

THIS MASTER AGREEMENT, made and entered into this 1st day of August, 1999, by and between the NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION (NCDCA), and their respective members, herein referred to collectively as the Employer, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Regional Council and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union amends, modifies, supplements, changes, extends, and renews the Master Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996 and is effective August 1, 1999.

Article 38. TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of August, 1999 through the 31st day of July, 2004, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated the parties thereto unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July, 2004 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st day of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

Article 22. WORK WEEK (shall be amended as follows):

The regular work week shall consist of forty (40) hours of work Monday through Friday. Four (4) days of each year will be selected by the Union as designated off days as set forth below:

- 1999: Friday, May 28th; Friday, July 2nd; Friday, September 3rd; Friday, December 24th.
- 2000: Friday, February 18th; Friday, May 26th; Monday, July 3rd; Friday, September 1st.
- 2001: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday, December 31st.
- 2002: Friday, February 15th; Friday, May 24th; Friday, July 5th; Friday, August 30th.
- 2003: Friday, February 14th; Friday, May 23rd; Friday, August 29th; Friday, December 26th.
- 2004: Friday, January 2nd; Friday, May 28th; Friday, September 3rd; Friday, December 24th.

The following language is to be added:

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid the straight time rate.

As a courtesy, the individual employer shall advise the appropriate District office or the Regional Council whenever it intends to implement the Saturday make-up day. The Regional Council District Office phone numbers are as follows: Central (510) 568-4788, Northern (916) 498-1002 and Southern (408) 779-0312

Article 29. TOOLS & EQUIPMENT (shall be amended as follows):

The individual employer shall reimburse the employee for such loss up to a maximum of \$500.00.

Article 5. HIRING (shall be amended as follows):

Effective August 1, 1999 an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any job or project may be selected by the individual employer from workers who are registered on the out-of-work list and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

Article 30. TRAVEL & SUBSISTENCE (shall be amended as follows):

1. On all work covered by this Agreement as described in this Appendix A, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.
 - a. No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities: Eureka, Redding, Chico, Santa Rosa, Cloverdale, Kings Beach, Auburn, Woodland, Oakland, South Lake Tahoe, Jackson, Manteca, San Jose, Monterey, Fresno and Visalia.
 - b. On any job or project located fifty (50) or more road miles from the appropriate dispatch hall listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
 - c. The area known as Geysers is a ten dollar (\$10.00) subsistence zone.
 - d. Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.
2. Exemption to the requirement for payment of subsistence:
 - a. The individual employer shall not be required to pay subsistence to employees covered by this agreement where employees are employed to work:
 - I. At the employer's permanent yard;
 - II. At the employer's permanent shop;
 - III. On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
 - IV. On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This Exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. The individual employer shall not be required to pay subsistence to employees covered by this Agreement, employed in his permanent yard or shop, or on buildings of three (3) stories or less (not camps), or streets, roadways and utilities which are a part of a residential construction project located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

4. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.
5. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
6. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
7. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.
8. Both parties agree to meet and confer relative to subsistence where extremely adverse access conditions exist with respect to job site access.

In addition to the above modification, the parties agreed to renew a work preservation decision for the duration of this contract term to provide as follows:

Private Work (\$2 million or less):

The wage rates on all privately financed construction work coming within the recognized jurisdiction of the Union of \$2,000,000 or less in the following counties shall be eighty percent (80%) of the journeyman wage rates set forth in the Master Labor Agreement: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba. Fringe benefits shall be paid in accordance with the Master Labor Agreement.

**EXCEPT AS MODIFIED HEREIN ALL OTHER PROVISIONS
OF THE 1996-2000 NORTHERN CALIFORNIA DRYWALL/LATHING MASTER
AGREEMENT REMAIN UNCHANGED**

1996-2000 NORTHERN CALIFORNIA DRYWALL/LATHING
MASTER AGREEMENT

1996-2000
NORTHERN CALIFORNIA
DRYWALL/LATHING MASTER AGREEMENT

RECEIVED
Department of Industrial Relations
MAY 27 1997
Div. of Labor Relations
Chief's Office

This Agreement, made and entered into this 1st day of August, 1996, by and between the Northern California Drywall Contractors Association and its respective members, herein referred to collectively as the Contractors Association, and CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD on behalf of its affiliated District Councils and Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992 and is effective August 1, 1996.

WITNESSETH

WHEREAS, the Contractors are engaged in Drywall and Lathing construction work in the State of California; and

WHEREAS, the Wood, Wire and Metal Lathers International Union has affiliated with the United Brotherhood of Carpenters and Joiners of America, thus providing to the Drywall/Lathing industry mechanics skilled in the Lathing trade as well as that of Drywall; and

WHEREAS, industry-wide Multi-Employer collective bargaining is the established and the desirable practice and procedure in construction work; and

WHEREAS, the Association is the established and recognized representative of a majority of Drywall and Lathing Contractors in Northern California and has historically and in fact represented and does represent the industry in this capacity; and

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Department of Industrial Relations

MAY 27 1997

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Chief's Office

worked. No employees or applicants for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical condition as a condition of obtaining or retaining employment.

After the first known payroll check has not properly cleared the bank, the Union may demand that all future payments of wages shall be made by certified check or cash. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any contractor whose payroll checks are not honored by his bank.

Good cause appearing, a Union representative or his agent shall have the right to examine the payroll records of an employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

ARTICLE 28 PARKING

In the event free parking facilities are not available within 1320 feet (measured by most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

ARTICLE 29 TOOLS AND EQUIPMENT

Employees shall furnish their own tools, but shall not furnish, rent or lease: ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual employee shall provide a tool box with a lock.

If the individual employer provides a reasonably secure place where his employees may keep their tools, and the individual employee's full kit of working tools is lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss up to a maximum of \$350.00. Within two (2) working days from the date of the claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board.

Employee's vehicles shall not be used for transportation of materials or tools owned by, or subject to the control of the contractor exceeding 100 pounds.

ARTICLE 30 TRAVEL AND SUBSISTENCE

All time necessary to travel from jobsite to jobsite shall be paid by the Employer at the prevailing hourly rate.

Jobsite work requiring overnight stay shall be known as "out of town work." When out of town work is required, in addition to all travel time necessary as described above, transportation shall be provided by the Employer or else all transportation costs shall be borne by the Employer. In

addition, adequate lodging and three (3) meals a day must be provided for the employee, otherwise, the employee shall be reimbursed for all reasonable costs for adequate food and lodging. Also, the following provisions shall be met:

Employees working in foreign union jurisdiction shall obtain a dispatch from the appropriate Local Union or District Council. Should a work fee have to be paid, the Employer shall assume all costs.

The hourly job rate or piece rate for work done at the distant jobsite shall be equal to the basic hourly wage rate plus fringes in effect at the employee's regular place of employment unless the hourly job rate or piece rate plus fringes in the new work area is greater, in which case, the Employer shall pay whichever is greater.

Any employee may refuse, without penalty, work requiring an overnight stay.

ARTICLE 31 HANDICAPPED WORKERS

A person who is incapacitated by age, physical or mental handicap, temporary disabilities or other infirmities, may be employed at an hourly wage rate below the minimum established for this Agreement provided he shall have first obtained written permission from his Local Union and the rate set shall be subject to the approval of the Local Union and/or District Council of the county in which he is employed.

ARTICLE 32 STOCKING, SCRAPPING AND CLEAN-UP

It shall not be a violation of Article 1 (Work and Area Covered) and Article 2 (Subcontracting) of this Agreement for a contractor to purchase materials on the basis of a price which includes the transportation and stocking from a manufacturer, distributor or dealer.